

7/24/2017 11:55:14 AM  
17CV31402

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IN THE CIRCUIT COURT OF THE STATE OF OREGON

MULTNOMAH COUNTY

LIONESS HOLDINGS, LLC, a Wyoming  
limited liability company

Plaintiff,

vs.

SENTINEL INSURANCE COMPANY, LTD,  
a Connecticut Insurance Company,

Defendant.

Case No. \_\_\_\_\_

COMPLAINT (Breach of Insurance  
Contract)

Prayer: \$1,767,000

Filing fee statute: ORS 21.160(1)(d) \$793

Mandatory Arbitration: No

DEMAND FOR JURY TRIAL

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Plaintiff demands a trial by jury on all issues so triable.

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1 NATURE OF ACTION

2 1.

3 This is an action by plaintiff Lioness Holdings, LLC (“Lioness”) against its insurer,  
4 Sentinel Insurance Company, Ltd. (“defendant” or “Sentinel”), to recover on losses incurred by  
5 Lioness. The insurance policy issued to Lioness provides coverage for those losses but Sentinel  
6 has failed and refused to provide indemnity owed under the policy.

7 PARTIES

8 2.

9 LIONESS HOLDINGS, LLC, (“Lioness”) is Wyoming limited liability company with its  
10 principal place of business in Portland, Oregon. Lioness owns and operates a number of tanning  
11 salons in the Portland metropolitan area.

12 3.

13 SENTINEL INSURANCE COMPANY, LLC, is a Connecticut insurance company with its  
14 principal place of business in Hartford, Connecticut. Sentinel is affiliated with The Hartford  
15 Financial Services Corporation, Inc. (“The Hartford”)

16 COUNT I  
17 (Breach of Express Contract)

18 4.

19 Sentinel issued a Business Owner’s Insurance Policy (known as “Spectrum”) to Lioness, No.  
20 52 SBA IL 0044, covering business and personal property. The policy was issued for valuable  
21 consideration in the form of policy premiums that were paid by Lioness.

22 ///

1 5.

2 Pursuant to the policy, Sentinel insured Lioness' property and agreed to pay for certain  
3 losses, including but not limited to damage to real and personal property, loss of business, and  
4 loss of business income.

5 6.

6 In September, October, and November 2016, while the policy was in force, a series of  
7 break-ins and thefts at a number of Lioness salons caused damage to real property and fixtures,  
8 personal property, and loss of business income to Lioness.

9 7.

10 The losses suffered by Lioness fall within the coverage of Sentinel's policies. Pursuant to  
11 the terms of the policy Lioness sought payment from Sentinel for its damages.

12 8.

13 Lioness reported the losses, performed all conditions precedent and fully cooperated with  
14 Sentinel.

15 9.

16 Sentinel has failed and refused to pay Lioness' losses.

17 10.

18 Sentinel's failure and refusal to pay Lioness' losses constitutes a breach of the insurance  
19 contracts.

20 11.

21 As a result of Sentinel's breach of contract, Lioness has been damaged in the amount of  
22 \$467,300, for losses to real property and fixtures and personal and business property as follows:

1	West Hills	\$48,400
2	Hollywood	\$62,900
3	Clackamas	\$47,500
4	Bridgeport	\$94,200
5	Wilsonville	\$6,100
6	Peterkort	\$74,500
7	Kruse Meadows	\$30,100
8	Happy Valley	\$33,000
9	West Linn	\$39,100
10	Tanasbourne	\$31,500

11 12.

12 In addition, as result of Sentinel's breach of contract, Lioness suffered lost income in the  
 13 amount of \$500,000 and a loss in the value of the business in the amount of \$800,000.

14 13.

15 Lioness is entitled to attorney fees pursuant to ORS 742.061.

16 COUNT II  
 17 (Breach of Implied Covenant)

18 14.

19 Lioness re-alleges the allegations in paragraphs 1-13 and incorporates them by reference.

20 15.

21 Sentinel caused damage to Lioness by failing and refusing to make payment and delaying  
 22 payment for losses in violation of the policy of insurance.

16.

1 Sentinel violated the implied covenant of good faith and fair dealing:

2 (a) In late September and October and November, 2016, a series of break-ins at  
 3 Lioness salons caused extensive damage to Lioness' business and personal  
 4 property.

5 (b) Lioness promptly reported the losses and provided proof of loss. Sentinel  
 6 opened claims under the following claims numbers with respect to these  
 7 salons:

8	CP001 7032649	West Hills
9	CP001 7032891	Hollywood
10	CP001 7032793	Clackamas
11	CP001 7032716	Bridgeport
12	CP001 7032932	Wilsonville
13	CP001 7032575	Peterkort
14	CP001 7032854	Kruse Meadows
15	CO001 7040794	Happy Valley
16	CP001 7032744	West Linn
17	CP001 7032692	Tanasbourne

18 (c) Sentinel failed to promptly investigate the claims;

19 (d) Sentinel refused to pay Lioness' claims without conducting a reasonable  
 20 investigation based on all available information;

21 (e) Sentinel failed to affirm or deny coverage of claims within a reasonable time  
 22 after completed proof of loss statements had been submitted;

1 (f) Sentinel did not attempt, in good faith, to promptly and equitably settle claims  
2 even though liability has become reasonably clear.

3 17.

4 It was foreseeable to Sentinel that if Sentinel breached its obligations under the insurance  
5 policies that Lioness would suffer damages.

6 18.

7 As a result of Sentinel's breach of contract, Lioness has suffered damages as set forth in  
8 paragraph 12 and 13.

9 WHEREFORE, Lioness prays:

- 10 1. For damages in the amount of \$1.767 million.  
11 2. For prejudgment interest.  
12 3. For costs and reasonable attorney fees in an amount to be determined by the  
13 Court;  
14 4. For such other and further relief as the court deems appropriate.

15 Dated: July 21, 2017

16 /s/ Mark E. Griffin  
17 Mark E. Griffin, OSB 76152  
18 William D. Brandt, OSB 720366  
19 Of Attorneys for Plaintiff  
20  
21  
22